

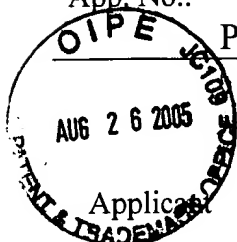
Docket No.: INETCAM.004A

August 24, 2005

App. No.: 09/652113

Page 1 of 2

Please Direct All Correspondence to Customer Number **20995**



**TERMINAL DISCLAIMER UNDER 37 CFR § 1.321**


Applicant : Corley, et al.  
App. No : 09/652113  
Filed : August 29, 2000  
For : METHOD AND APPARATUS FOR  
DISTRIBUTING MULTIMEDIA TO  
REMOTE CLIENTS  
Examiner : Kenneth R. Coulter  
Art Unit : 2141

**CERTIFICATE OF MAILING**

I hereby certify that this correspondence and all marked attachments are being deposited with the United States Postal Service as first-class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on

August 24, 2005

(Date)

  
John Rickenbrode, Reg. No. 57,067

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

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***Disclaimer by Assignee***

Assignee, Inetcam, Inc. ("Assignee"), hereby disclaims, except as provided below, the terminal part of any patent granted on the above-referenced application which would extend beyond the expiration date of the full statutory term of any patent issuing from U.S. Patent Application No. 10/903,214, and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the above-identified application and any patent issuing from U.S. Patent Application No. 10/903,214 are co-owned. This agreement extends to any patent granted on the above-referenced application and shall be binding on its successors or assigns.

Assignee does not disclaim any terminal part of any patent granted on the above-referenced application prior to the earlier of the expiration date of the full statutory term of any patent issuing from U.S. Patent Application No. 10/903,214, and that of any patent issuing on the above-identified application in the event that either one later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a), has all claims canceled by a reexamination certificate, or is otherwise terminated prior to expiration of its full statutory term, except for the separation of legal title stated above.

Please Direct All Correspondence to Customer Number **20995**

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***Right of Assignee and Ownership***

In accordance with 37 C.F.R. § 3.73(b), Assignee represents that it is the owner of a 100 percent interest in the above-identified application and co-owned, Application No. 10/903,214. A copy of the assignment of Application No. 10/903,214 is attached and was forwarded to the Assignment Branch of the Patent and Trademark Office via facsimile on December 29, 2004. The Assignee represents that, to the best of Assignee's knowledge and belief, title is in the Assignee seeking to take action.

***Empowerment of Attorney***

Pursuant to 37 C.F.R. 1.321(a) the undersigned attorney of record is empowered to act on behalf of the Assignee, by virtue of a Power of Attorney.

This Terminal Disclaimer is accompanied by the \$65 fee set forth in 37 C.F.R. § 1.20(d).

Respectfully submitted,

KNOBBE, MARTENS, OLSON & BEAR LLP



Date: August 24, 2005

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John Rickenbrode  
Registration No. 57,067  
Attorney of Record  
Customer No. 20,995  
(619) 235-8550

COPY

ASSIGNMENT

WHEREAS, We, Christopher D. Lund, a United States citizen, residing at 10970 Poblado Road #1811, San Diego, California 92127, Keith O. Rice, a United States Citizen, residing at 2281 Amber Lane, Escondido, California 92026, John Stallings, a United States Citizen, residing at 2485 Pointe Parkway, Spring Valley, CA 91978, Jimmy Yuan, a United States Citizen, residing at 9405 Questa Pointe, San Diego, CA 92126 and Jeffrey M. Davey, a United States citizen, residing at 3453 Los Sicomoros, Fallbrook, California 92028 have invented certain new and useful improvements in a METHOD AND APPARATUS FOR DISTRIBUTING MULTIMEDIA TO REMOTE CLIENTS for which we have executed an application for Letters Patent in the United States, Application No. 10/903,214, filed on July 29, 2004.

AND WHEREAS, INETCAM, INC. (hereinafter "ASSIGNEE"), a California Corporation, with its principal place of business at 10171 Pacific Mesa Blvd., Suite 307, San Diego, CA 92121, desires to acquire the entire right, title, and interest in and to the said improvements and the said Application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said inventors, do hereby acknowledge that we have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in, to and under the said improvements, and the said application and all provisional applications relating thereto, and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and we hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE DO HEREBY sell, assign, transfer, and convey to ASSIGNEE, his successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the said Letters Patent before or after issuance.

AND WE HEREBY covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 29<sup>th</sup> day of November, 2004.

Christopher D. Lund  
Christopher D. Lund

STATE OF

COUNTY OF

On \_\_\_\_\_, before me, \_\_\_\_\_, ss.

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

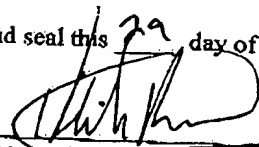
\_\_\_\_\_  
Notary Signature

Application No.: 10/903,214  
Filing Date: July 29, 2004

COPY

PATENT  
Client Code: INETCAM.008A  
Page 2

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 29 day of November, 2004

  
\_\_\_\_\_  
Keith O. Rice

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared Keith O. Rice personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

\_\_\_\_\_  
Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 29 day of November, 2004.

  
\_\_\_\_\_  
John Stallings

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared John Stallings personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

\_\_\_\_\_  
Notary Signature

COPY

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 24<sup>th</sup> day of November, 2004.



Jimmy Yuan

STATE OF

COUNTY OF

SS.

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared Jimmy Yuan personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Jeffrey M. Davey

STATE OF

COUNTY OF

SS.

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared Jeffrey M. Davey personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Notary Signature

COPY

Application No.: 10/903,214  
Filing Date: July 29, 2004

PATENT  
Client Code: INETCAM.008A  
Page 3

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Jimmy Yuan

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

} ss.

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared Jimmy Yuan personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

\_\_\_\_\_  
Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 28<sup>th</sup> day of November, 2004

\_\_\_\_\_  
Jeffrey M. Davey

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

} ss.

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared Jeffrey M. Davey personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

\_\_\_\_\_  
Notary Signature

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